

BELL, SHIVAS & FASOLO, P.C.

ATTORNEYS AT LAW

Joseph J. Bell*+
joebell@bsflawgroup.com

David T. Shivas*
dshivas@bsflawgroup.com

Valerie Fasolo°
vfasolo@bsflawgroup.com

Kelly Ann Miller*
kmiller@bsflawgroup.com

Joseph J. Bell IV*
jbell@bsflawgroup.com

Paula Ortega•△
portega@bsflawgroup.com

James K. Pryor, Of Counsel

Admitted New Jersey Bar

*Admitted New York Bar

°Admitted Arizona Bar

•Admitted Pennsylvania Bar

△Admitted Virginia Bar

+L.L.M. in Labor Law

June 2, 2015

VIA ELECTRONIC CASE FILING (ECF)

The Honorable Katherine B. Forrest
United States District Judge
United States District Court
Southern District of New York
500 Pearl Street, Room 1950
New York, New York 10007

*Re: Peter Wengryn, et al. v. American Business Consultant Group Holding, LLC, et al.
Docket No.: 13-CV-4556 (KBF)*

Dear Judge Forrest:

This firm represents Plaintiffs Peter Wengryn, Laila Sayad and Gerry Louw (collectively, “Plaintiffs”) in the above-referenced matter. Plaintiffs respectfully submit this response to Defendants’ objections to Plaintiffs’ Proposed Form of Order Entering Judgment.

With regard to Defendants’ objection to the entry of judgment against Defendant Lee, Plaintiffs respectfully submit that the Court’s Order entering summary judgment in favor of Plaintiffs clearly granted Plaintiffs’ motion in its entirety, which included summary judgment against Defendant Lee. Notably, nowhere in Defendants’ briefing in opposition to Plaintiffs’ motion (or anywhere else) did Defendants argue that summary judgment should not be entered against Defendant Lee because he was purportedly not a party to the employment agreements with Plaintiffs. Moreover, after summary judgment was entered against Defendants, *including Defendant Lee*, Plaintiffs agreed to voluntarily dismiss their remaining claims in this case, including all claims against Defendant Lee, based on the fact that summary judgment had been granted against Defendant Lee.

With regard to the amounts owed for Plaintiffs’ health care benefits, Plaintiffs respectfully submit the first month’s invoice from Horizon Blue Cross Blue Shield of New Jersey. (See Exhibit A.) The invoice details the monthly health care costs for each of the Plaintiffs and evidences that the monthly health care costs for Mr. Wengryn, Ms. Sayad and Mr. Louw were \$1,042.79, \$1,714.75, and \$1,249.88, respectively. Accordingly, Plaintiffs’ health care costs owed under the contracts are calculated as follows:

Mr. Wengryn - \$1,042.79 per month – 4 months due for a total of **\$4,171**

Ms. Sayad - \$1,714.75 per month – 10 months due for a total of **\$17,148**

Mr. Louw - \$1,249.88 per month – 4 months due for a total of **\$5,000**

Finally, with regard to the post-judgment interest rate, Plaintiffs respectfully acknowledge that the post-judgment interest rate should be changed to reflect that the Judgment shall bear interest at the rate of **0.26%** from the date of signing of the Judgment until paid.

We thank Your Honor for the Court's consideration in this regard. Should you have any questions, please feel free to contact me.

Respectfully submitted,

BELL, SHIVAS & FASOLO, P.C.

By: /s/ Valerie Fasolo
150 Mineral Springs Drive
P.O. Box 220
Rockaway, New Jersey 07866
Attorneys for Plaintiffs

Enclosure

cc: Eric M. Creizman, Esq. (Via ECF and Electronic Mail)